



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ADOPTED

IN REPLY PLEASE
REFER TO FILE

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 17, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

45 March 31, 2020

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
APPROVE VARIOUS ACTIONS TO CONTINUE THE
HOLLYWOOD BOWL PARK-AND-RIDE AND SHUTTLE PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to enter into contracts with bus operators and the Los Angeles Philharmonic Association for funding and operation of the Hollywood Bowl Park-and-Ride and Shuttle Program to provide transportation services from park-and-ride lots and shuttle lots to the Hollywood Bowl for the 2020 and 2021 summer seasons.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Hollywood Bowl Park-and-Ride and Shuttle Program is exempt from the provisions of the California Environmental Quality Act.
2. Authorize funding for the continuation of the Hollywood Bowl Park-and-Ride and Shuttle Program to provide transportation services for the 2020 and 2021 Hollywood Bowl summer seasons at an estimated annual cost of \$2,605,000, for an estimated total cost of \$5,210,000 for both seasons.
3. Authorize the Director of Public Works or his designee to execute an agreement with the Los Angeles Philharmonic Association for Public Works to administer the transportation contracts for the park-and-ride service and disburse a maximum of \$455,000 each season to the Los Angeles Philharmonic Association to partially offset the Philharmonic's cost of transportation service from shuttle lots near the Hollywood Bowl for the 2020 and 2021 seasons.

4. Authorize the Director of Public Works or his designee to receive the Los Angeles Philharmonic Association's 44 percent pro rata share contribution, estimated to be \$200,000 for each Hollywood Bowl season, for transportation services from the park-and-ride lots.
5. Authorize the Director of Public Works or his designee to approve and execute any necessary amendments within the scope of work to the agreement with the Los Angeles Philharmonic Association.
6. Authorize the Director of Public Works or his designee to negotiate and award contracts for the 2020 and 2021 Hollywood Bowl summer seasons to independent bus operators through a solicitation for bids that are determined to be the most qualified, responsive, and responsible proposers for the park-and-ride lots and to approve and execute amendments to incorporate necessary changes within the scope of work.
7. Authorize the Director of Public Works or his designee to negotiate and award contracts with various municipal bus operators to provide service for the park-and-ride lots for the 2020 and 2021 summer seasons and to approve and execute amendments to incorporate necessary changes within the scope of work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize funding for the Hollywood Bowl Park-and-Ride and Shuttle Program and authorize the Director of Public Works to execute an agreement with the Los Angeles Philharmonic Association and contracts with independent bus operators and various municipal bus operators to continue the Program for the 2020 and 2021 summer seasons.

Since 1974 the Board has approved public transportation services from outlying park-and-ride lots throughout the County and local shuttle lots to the Hollywood Bowl for performances. The program is highly successful in quickly and efficiently transporting Hollywood Bowl attendees to this special event center. Pursuant to the terms of the agreement with the Philharmonic, Public Works administers the Program by providing public transportation service from 13 park-and-ride lots located Countywide, while the Philharmonic operates public transportation service from four shuttle lots near the Hollywood Bowl. In addition, the Philharmonic will continue its marketing campaign to promote the program and encourage the prepurchase of park-and-ride tickets.

The 2020 and 2021 programs will operate between June and September of each year. The park-and-ride and shuttle lots may include, but are not limited to, the locations indicated on the enclosed list.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support an ongoing public-private partnership that facilitates access to recreational and cultural opportunities by providing bus transportation from various locations for the Hollywood Bowl summer season concerts in a cost-effective manner.

FISCAL IMPACT/FINANCING

The estimated cost of the Program for two seasons is \$5,210,000, which is \$2,605,000 for each season. The budget for each season includes \$2,500,000 for the service from the park-and-ride lots and a \$105,000 contribution to the Philharmonic for the service from the local shuttle lots. Funding for each season of the service from the park-and-ride lots is provided by the Los Angeles County Metropolitan Transportation Authority, estimated at \$1,057,000, anticipated revenues from the fares of \$990,000, the County's estimated share of \$253,000, and the Philharmonic's 44 percent pro rata share estimated to be \$200,000. The County will contribute \$105,000 to the Philharmonic for the shuttle service from the local lots. The Philharmonic is responsible to pay any additional cost that exceeds the County's budget for each season.

The County's estimated obligation for each season of the Program totals \$358,000 that will be financed from the Top-of-Pot allocation of the County's Proposition A Local Return Transit Program and will be included in the Transit Operations Fund Fiscal Year's 2020-21 and 2021-22 Budgets.

In addition to the foregoing amounts, the Director of Public Works and his designee is requesting authority to disburse up to \$350,000, for each season, to the Philharmonic to partially offset the cost to operate the shuttle service. This amount will be financed with ongoing net County cost from the Third Supervisorial District's discretionary funds and will be included in the Public Works General Fund Fiscal Year 2020-21 and 2021-22 Budgets. With the additional annual disbursement, the County's contribution to the Philharmonic will total \$455,000 per season. The Transit Operations Fund will be reimbursed with \$350,000 from the Public Works General Fund through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As approved by the Board on January 8, 2014, the roundtrip transportation fares for the park-and-ride lots will remain at \$7 per person, if prepurchased, and \$12 in cash when purchased at the lot. The fare for the local shuttle lots will remain at \$6 per person.

Pursuant to the Board's delegation to the Director of Public Works or his designee, agreements will be negotiated and entered into with the most qualified, responsive, and responsible independent bus operators submitting bids for the park-and-ride lot service and will be approved as to form by County Counsel prior to submittal to the Director of Public Works or his designee for signature.

The agreement with the Philharmonic will be in substantially similar form as in the prior seasons and will be approved as to form by County Counsel prior to execution. A copy of the executed agreement for the 2018 and 2019 seasons is enclosed for reference.

There is no charge for patron parking at the park-and-ride and shuttle lots except for the Hollywood and Highland lot and Metro Parking Facilities. The Philharmonic will obtain approval from the property owners at each lot to operate the park-and-ride and/or shuttle services from their lots and pay for any lease fees. Should a lot location become unavailable for use, the Philharmonic may arrange for an alternate lot. As in past years, bus operators serving each lot will provide the necessary liability insurance to hold harmless the property owners of the park-and-ride and shuttle lots; the Philharmonic; and the County, its special districts, elected officials, officers, agents, employees, and volunteers.

ENVIRONMENTAL DOCUMENTATION

The proposed Program is statutorily exempt from the California Environmental Quality Act. The actions to implement the program provide for passenger or commuter transit services and are exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code.

CONTRACTING PROCESS

The park-and-ride transportation service will be contracted on an open competitive bid basis. A notice of an invitation for bids will be sent to charter bus companies listed on the Federal Transit Administration Charter registration website, to appropriate County vendors, and will be placed on the Doing Business with Los Angeles County website and the Do Business with Public Works website. Award of contracts by the Director of Public Works or his designee will be made to the most qualified, responsive, and responsible bidders who submit the lowest bid to perform service for each park-and-ride lot.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions provide for continuation of the current services.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" and last name "Pestrella" clearly distinguishable.

MARK PESTRELLA

Director

MP:DM:og

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Carole Suzuki)
Executive Office

PARK-AND-RIDE AND SHUTTLE LOT LOCATIONS

The park-and-ride and shuttle lots may include, but are not limited to, the following locations:

Park-and-Ride Lots

Lot 1	Sherman Oaks	Westfield Fashion Square 14006 Riverside Drive Sherman Oaks, CA 91423
Lot 2	Westwood	Federal Building 11000 Wilshire Boulevard Westwood, CA 90024
Lot 3	Chatsworth	Chatsworth Metrolink Station 21510 Devonshire Street Chatsworth, CA 91311
Lot 4	Pasadena	Pasadena Public Parking Lot Marengo Avenue and Ramona Street Pasadena, CA 91101
Lot 5	El Monte	El Monte Bus Terminal 3501 Santa Anita Avenue El Monte, CA 91731
Lot 6	Torrance	Wilson Community Park 2000 North Crenshaw Boulevard Torrance, CA 90503
Lot 7	Santa Monica	Santa Monica College 17th Street Parking Structure 4 Santa Monica, CA 90405
Lot 8	East Los Angeles	East Los Angeles College Weingart Stadium Parking Lot 1301 Avenida Cesar Chavez Los Angeles, CA 91754

Lot 9 Lakewood	Lakewood Center Mall 500 Lakewood Center Mall Lakewood, CA 90712
Lot 10 Downey	Downey Metro Green Line Station South Parking Lot 12801 Lakewood Boulevard Downey, CA 90242
Lot 11 Culver City	Culver City Transit Center 6000 Westfield Culver City Mall Culver City, CA 90230
Lot 12 Arcadia	Arcadia Park 405 South Santa Anita Avenue Arcadia, CA 91003
Lot 13 Rowland Heights	Schabarum Regional Park 17250 East Colima Road Rowland Heights, CA 91748

Shuttle Lots

Los Angeles Zoo Lot	5333 Zoo Drive Section "C" Los Angeles, CA 90024
Hollywood and Highland Lot	6801 Hollywood Boulevard Los Angeles, CA 90028
Ventura Lot	10801 Ventura Boulevard Los Angeles, CA 91604
Ventura Annex Lot	10601 Ventura Boulevard Los Angeles, CA 91604

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AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES PHILHARMONIC ASSOCIATION
FOR
HOLLYWOOD BOWL PARK-AND-RIDE AND
SHUTTLE SERVICES
2018 AND 2019 SEASONS

HOLLYWOOD BOWL PARK-AND-RIDE AND SHUTTLE SERVICES

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HOLLYWOOD BOWL PARK-AND-RIDE AND SHUTTLE SERVICES

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**AGREEMENT FOR
HOLLYWOOD BOWL PARK-AND-RIDE AND SHUTTLE SERVICES**

THIS AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the Los Angeles Philharmonic Association (hereinafter referred to as PHILHARMONIC) and the County of Los Angeles (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, PHILHARMONIC, and COUNTY agree that providing public transportation, consisting of a shuttle from nearby parking lots and an express bus service from distant park-and-ride lots, to the Hollywood Bowl summer performances (hereinafter collectively referred to as SERVICES) is culturally and recreationally beneficial to the citizens of the COUNTY and that such SERVICES provide an alternate mode of transportation to the Hollywood Bowl summer performances, thereby reducing traffic congestion in the Los Angeles County Metropolitan Transportation Authority identified congested corridors as well as in the vicinity of the Hollywood Bowl; and

WHEREAS, PHILHARMONIC is willing to administer and/or coordinate SERVICES as described in this AGREEMENT for approximately 69 performances for each of the 2018 and 2019 Hollywood Bowl seasons; and

WHEREAS, PHILHARMONIC is willing to administer the transportation contracts for the shuttle service from nearby parking lots; and

WHEREAS, COUNTY is willing to administer the transportation contracts for the express bus service from distant park-and-ride lots; and

WHEREAS, PHILHARMONIC and COUNTY are willing to finance a portion of the cost of SERVICES as agreed herein; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PHILHARMONIC and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: PHILHARMONIC agrees to administer and/or coordinate operation of SERVICES described in this AGREEMENT.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, General Requirements; Exhibit C, Shuttle Lots; Exhibit D, Park-and-Ride Lots; Exhibit E, Charitable Contributions Certification; Exhibit F, Internal Revenue Service Notice 1015; Exhibit G, Jury Service Ordinance; Exhibit H, Jury Service Form; Exhibit I, Safely Surrendered Baby Law Program Fact Sheet; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICES under this AGREEMENT shall be for the period of June 16, 2018, through September 30, 2019.

FOURTH: The COUNTY'S maximum obligation for two seasons, 2018 and 2019, under this agreement is Five Million Two Hundred Ten Thousand and 00/100 Dollars (\$5,210,000.00) or such greater amount as the Board may approve. The budget for each season is Two Million Six Hundred Five Thousand and 00/100 Dollars (\$2,605,000.00) for the park-and-ride service and the County's contribution for transportation costs for the shuttle service as further described in this agreement's FIFTH and SIXTH paragraphs below.

FIFTH: The COUNTY'S maximum expenditure for each season will be Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) for the distant park-and-ride service. County contracts with various vendors and PHILHARMONIC to provide service from the distant park-and-ride lots. PHILHARMONIC shall order buses from each vendor on an as-needed basis and shall subcontract for service if the contracted vendors fail to deliver service. PHILHARMONIC agrees to be financially responsible for bus orders that exceed COUNTY'S maximum obligation for each season.

SIXTH: The COUNTY'S maximum contribution for each season toward service from the shuttle lots in the vicinity of the Hollywood Bowl is One Hundred Five Thousand and 00/100 Dollars (\$105,000.00). The COUNTY may increase the maximum contribution to the PHILHARMONIC by an additional Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) or a lesser amount as authorized by the Third Supervisorial District's transfer of discretionary funds to the Public Works General Fund Fiscal Year 2018-19 and 2019-20 Budgets. PHILHARMONIC shall submit an invoice for payment at the end of the season along with documentation as required by COUNTY. Subject to acceptance and approval by COUNTY, payment will normally be made within thirty (30) days of approval

SEVENTH: PHILHARMONIC will reimburse the COUNTY forty-four percent (44%) of the bus lease costs associated with service from the distant park-and-ride lots after fare revenue and the Los Angeles County Metropolitan Transportation Authority grant are deducted. The estimated amount for each season is One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00). The COUNTY will issue an invoice to PHILHARMONIC in the amount to be paid.

EIGHTH: COUNTY'S obligations under this AGREEMENT are subject to availability of funds in its Fiscal Year 2018-19 and 2019-20 Budgets.

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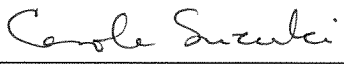
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by PHILHARMONIC on June 12, 2018, and by the Director of Public Works on June 14, 2018, pursuant to delegated authority by the COUNTY OF LOS ANGELES Board of Supervisors on May 29, 2018, Item 38.

COUNTY OF LOS ANGELES

By 
Director of Public Works

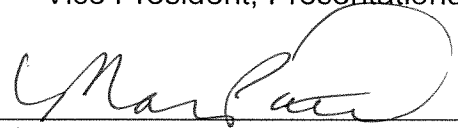
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

LOS ANGELES PHILHARMONIC ASSOCIATION

By 
Laura Connelly
Vice President, Presentations

By 
Secretary/Assistant Secretary

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Exhibit A – Scope of Work

1. Project Coordinators

Philharmonic's Project Manager will be the Superintendent of Operations or his/her designee. County's Project Manager will be the Director of Public Works or her designee (hereinafter referred to as Director).

Philharmonic's current designee is Mr. Michael Oliver, Transit Manager, who may be contacted at (323) 850-2060 or moliver@laphil.org, Tuesday through Friday, 8 a.m. to 5 p.m. County will be notified if there is a change in Philharmonic's Project Manager.

Director's current designee is Ms. Sandra Perez, Programs Development Division, Transit Operations Section, who may be contacted at (626) 458-3955 or saperez@dpw.lacounty.gov, Monday through Thursday, 8 a.m. to 5 p.m. Philharmonic will be notified if there is a change in County's Project Manager.

2. Services

A. Shuttle Lots

Philharmonic will provide service to and from the Hollywood Bowl from the shuttle lots listed in Exhibit C.

B. Park-and-Ride Lots

Philharmonic will oversee operation of service from the distant park-and-ride lots listed in Exhibit D. If County vendors are unable to provide service, Philharmonic will provide service.

C. Data

Philharmonic will keep accurate up-to-date data of Services including, ridership, buses, runs, charges, and fares collected.

D. Title VI Compliance

County is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, or gender identity as protected by law, including Title VI of the Civil Rights Act of 1964 as amended. Philharmonic hereby asserts its commitment and assures that it will comply.

3. Term of Services

The term of this Contract shall run from June 16, 2018, through September 30, 2019.

4. Fares

The roundtrip fare from the shuttle lots will be Six and 00/100 Dollars (\$6.00) for each patron.

The roundtrip fare from the distant park-and-ride lots will be Twelve and 00/100 Dollars (\$12.00) per inbound cash-paying patron or Seven and 00/100 Dollars (\$7.00) for prepurchased tickets.

5. Payment for Services

A. Cash Fares

Philharmonic shall collect a round trip fare from each inbound rider paying cash at the lots. The Philharmonic will deduct the cash fares from the invoice submitted to Director for Services at the rate specified in Section 4. Fares.

B. Ticket Fares

Philharmonic shall collect prepurchased tickets from each inbound rider at the lots. The Philharmonic will deduct ticket fares from the invoice submitted to Director for Services at the rate specified in Section 4. Fares.

C. Invoices for Services

Philharmonic will submit records deemed necessary at the sole discretion of Director at no additional charge. Once the records are verified and approved, Philharmonic will submit the invoice for payment to County's Project Manager. Subject to acceptance and approval by Director, payment will normally be made within thirty (30) calendar days of approval. All payments are considered final and complete.

6. Philharmonic Subcontractors

Philharmonic shall require and verify that its Subcontractors providing Services have the necessary permits, certificates, insurance, and licenses required by State and Federal laws to provide public transportation.

7. Buses

Philharmonic agrees to utilize buses for the Services that are acceptable to Director and to meet the requirements of the Americans with Disabilities Act of 1990.

All buses used in Services shall be maintained, at a minimum, to the bus manufacturer's recommended preventive maintenance program, be safe for operation on public roads and streets, be free of graffiti and any obvious damage to the interior and exterior, and shall be thoroughly cleaned prior to the operation of Services.

8. Breakdown or Incidents

All reportable accidents (as defined by law) involving equipment or personnel while transporting passengers funded by this Contract shall be immediately reported to Director.

9. Monitoring

Director has the right to have authorized County personnel board, at no cost to County, all buses provided by Philharmonic in the performance of Services herein for the purpose of monitoring Philharmonic's schedules and Services.

10. Personnel

All personnel assigned to Services shall be knowledgeable about Services and maintain a professional and courteous attitude.

Security and background investigations of Philharmonic's staff may be required at the discretion of the County as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of Philharmonic.

11. Marketing

In acknowledgment of the Los Angeles County Metropolitan Transportation Authority's annual financial contribution in support of the Hollywood Bowl Park-and-Ride Regional Transit project, Philharmonic agrees to express appreciation to the Los Angeles County Metropolitan Transportation Authority in the brochures distributed to the public.

Exhibit B – General Requirements

1. Interpretation of Contract

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Contract, Scope of Work, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement – The written, signed accord covering the performance of the requested.

Board – The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract – The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, General Requirements, exhibits, and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor – The Los Angeles Philharmonic Association.

County – County of Los Angeles and its Department of Public Works.

Day – Calendar day(s) unless otherwise specified.

Director – The Director of Public Works, County of Los Angeles and/or authorized representative(s).

Fiscal Year – The 12-month period beginning July 1st and ending the following June 30th.

Park-and-Ride Lots – Various distant parking lots designated by the Los Angeles Philharmonic Association for pick-up and delivery of patrons attending Hollywood Bowl performances

Philharmonic – The Los Angeles Philharmonic Association who has entered into Contract with the County to manage and/or perform services covered herein.

Public Works – County of Los Angeles Department of Public Works.

Services – The entire contemplated scope of work prescribed in Exhibit A, Scope of Work and covered by this Contract.

Shuttle Lots – Various parking lots in the vicinity of the Hollywood Bowl designated by the Los Angeles Philharmonic Association for pick-up and delivery of patrons attending Hollywood Bowl performances.

Subcontract – An agreement by Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor at any tier.

Subcontractor – Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier under oral or written contract.

Vendor – The persons or persons, sole proprietor, partnership, joint venture, corporation, or other entity who has entered into Contract with Philharmonic and County to provide service from the distant park-and-ride lots.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to Contract Administration

A. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and Board or if delegated by Board, the Director, and Contractor.
2. Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right

to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes an amendment to this Contract shall be prepared by Public Works and signed by Contractor.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and Board or if delegated by the Board, Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, the aggregate of all such extensions during the life of this Contract shall not exceed sixty (60) calendar days.

B. Authorization of Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

C. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

D. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

E. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its Equal Employment Opportunity Certification.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit E, Charitable Contributions Certification, County seeks to ensure that all, County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both (Los Angeles County Code Chapter 2.202).

H. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing Services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall, defend, and hold harmless, County, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing Services under this Contract.

I. Subcontracting

The requirements of this Contract may be subcontracted by Contractor with the advance written approval of County.

1. If Contractor subcontracts, Contractor shall provide the following information:
 - a. A description of the work to be performed by the Subcontractor.
 - b. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all duties under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. Director is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall ensure that its Subcontractor(s) provide and maintain, the program(s) of insurance covering services as specified in Section 5.

J. No Payment for Services Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

K. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Exhibit F.

L. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and

employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

M. Recycled Bond Paper

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

3. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) calendar days before every Statewide election, every Contractor and Subcontractor's shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

4. Termination of Contract

The parties reserve the right to terminate any or all portions of Services in this Contract for any reason upon giving thirty (30) calendar days written notice to the other party.

5. Indemnification and Insurance Requirements

A. Independent Contractor Status

- 1 This Contract is by and between Contractor and County and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Philharmonic and County. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees and Volunteers (County Indemnitees) from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of County indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

Contractor shall require any Subcontractors to fully indemnify, defend, and hold County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers, and County indemnitees from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, bodily injury, death or personal injury of any person or property damage of any nature whatsoever or Workers' Compensation, arising out of that Subcontractor's performance of Services, or any portion thereof, or any other obligation of Subcontractor under this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless, County, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees and Volunteers (County Indemnitees) from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

Without limiting Contractor's indemnification of County, Contractor, or its Subcontractor(s), shall provide and maintain, the program(s) of insurance covering its operations as specified hereunder.

Insurance shall be satisfactory to the Director and shall be primary to and not contributing with any other insurance maintained by County. Certificates evidencing such insurance coverage shall be filed with Director prior to Subcontractor providing services hereunder and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance.

Such insurance shall include, but not be limited to:

1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., policy form CG 00 01), with limits of not less than:
 - a. General Aggregate: \$4 million
 - b. Products/Completed Operations Aggregate: \$4 million
 - c. Personal and Advertising Injury: \$4 million
 - d. Each Occurrence: \$4 million
2. Automobile Liability written on Insurance Services Office, Inc., policy form CA 00 01 or its equivalent. Such insurance shall include coverage for all owned, nonowned, and hired vehicles, or coverage for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following (Can be met by a combination of primary and excess insurance coverage):
 - a. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars (\$10,000,000.00)
 - b. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars (5,000,000.00).

E. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with a One Million and 00/100 Dollars (\$1,000,000.00) limit, covering all persons Subcontractor is legally required to cover.

F. Philharmonic Subcontractors

Insurance requirements stated above apply to all Philharmonic Subcontractors as well as Philharmonic, provided, however that Director will accept evidence of Philharmonic self-insurance which meets the requirements stated herein.

G. Failure to Procure Insurance

Failure on the part of Philharmonic or Philharmonic's Subcontractor(s) to procure or maintain required insurance shall constitute a material breach of this Contract upon which County may, at its sole and absolute discretion, immediately suspend or terminate this Contract.

6. Contractor Responsibility and Debarment

A. Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if Board finds, in its discretion, that contractor has done any of the following: 1) violated any term of a contract with County or a nonprofit corporation created by County; 2) committed any act or omission which negatively reflects on contractor's quality, fitness or capacity to perform an agreement with County, any other public entity, or a nonprofit corporation created by County or engaged in a pattern or practice, which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence, which is the basis for the proposed debarment, and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to Board. Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to Board. Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

7. Compliance with County's Jury Service Program

A. Jury Service Program

This Contract is subject to the provisions of County's Ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits G and H include the Jury Service Ordinance and Jury Service Form.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that

Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, Contractor means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars (\$50,000.00) or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County or 2) Contractor has a long standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
2. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Jury Service Program.
3. Contractor's violation of this Section of Contract may constitute a material breach of Contract. In the event of such material breach, County may, in its sole discretion, terminate Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8. Safely Surrendered Baby Law Program

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's Safely Surrendered Baby Law poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractor's, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I of this Contract. Additional information is available at www.babysafela.org.

[illegible]

Exhibit C – Shuttle Lots

The Shuttle lots may include, but are not limited to, the following locations:

Los Angeles Zoo Lot	5333 Zoo Drive Section "C" Los Angeles, CA 90027
Hollywood and Highland Lot	6801 Hollywood Boulevard Los Angeles, CA 90028
Ventura Lot	10801 Ventura Boulevard Los Angeles, CA 91604
Ventura Annex Lot	10601 Ventura Boulevard Los Angeles, CA 91604

Exhibit D – Park-and-Ride Lots

The Park-and-Ride lots may include, but are not limited to, the following locations:

Lot 1	Sherman Oaks	Westfield Fashion Square 14006 Riverside Drive Sherman Oaks, CA 91423
Lot 2	Westwood	Federal Building 11000 Wilshire Boulevard Westwood, CA 90024
Lot 3	Chatsworth	Chatsworth Metrolink Station 10046 Old Depot Plaza Road Chatsworth, CA 91311
Lot 4	Pasadena	Pasadena Public Parking Lot 240 Ramona Street Pasadena, CA 91101
Lot 5	El Monte	El Monte Bus Terminal 3501 Santa Anita Avenue El Monte, CA 90045
Lot 6	Torrance	Wilson Community Park 2000 North Crenshaw Boulevard Torrance, CA 90501
Lot 7	Santa Monica	Santa Monica College Parking Structure 4 1900 Pico Boulevard Santa Monica, CA 90405
Lot 8	East Los Angeles	East Los Angeles College Weingart Stadium Parking Lot 1301 Avenida Cesar Chavez East Los Angeles, CA 91754
Lot 9	Lakewood	Lakewood Center Mall 4700 Candlewood Street Lakewood, CA 90712

Exhibit D – Park-and-Ride Lots (Continued)

Lot 10 Downey	Downey Metro Green Line Station South Parking Lot 12801 Lakewood Boulevard Downey, CA 90242
Lot 11 Culver City	Culver City Transit Center 5800 Sepulveda Boulevard Culver City, CA 90230
Lot 12 Arcadia	Arcadia Park 405 South Santa Anita Avenue Arcadia, CA 91006
Lot 13 Rowland Heights	Schabarum Regional Park 17250 East Colima Road Rowland Heights, CA 91748

Exhibit E – Charitable Contributions Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer or Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. () ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586. () ()

Signature

Date

Name and Title (please type or print)

Exhibit F – Internal Revenue Service Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2017)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2017 are less than \$53,930 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2018.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormsPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2017 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2017 and owes no tax but is eligible for a credit of \$800, he or she must file a 2017 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2017)
Cat. No. 205991

EXHIBIT G – Jury Service Ordinance

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform Services for, or on behalf of the County, but does not include:
 - 1. A contract where the Board of Supervisors finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or
 7. A nonagreement purchase with a value of less than Five Thousand and 00/100 Dollars (\$5,000.00) pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100, or a successor provision.
- D. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entity for which the Board of Supervisors is the governing body.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) calendar days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies. For a contractor's violation of any provision of this chapter, County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective bargaining contracts. This chapter shall be superseded by a collective bargaining contracts that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten (10) or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

- "Dominant in its field of operation" means having more than ten (10) employees and annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

2.203.090 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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Exhibit H – Jury Service Form

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten (10) or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten (10) employees, including full-time and part-time employees, and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a collective bargaining contract (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

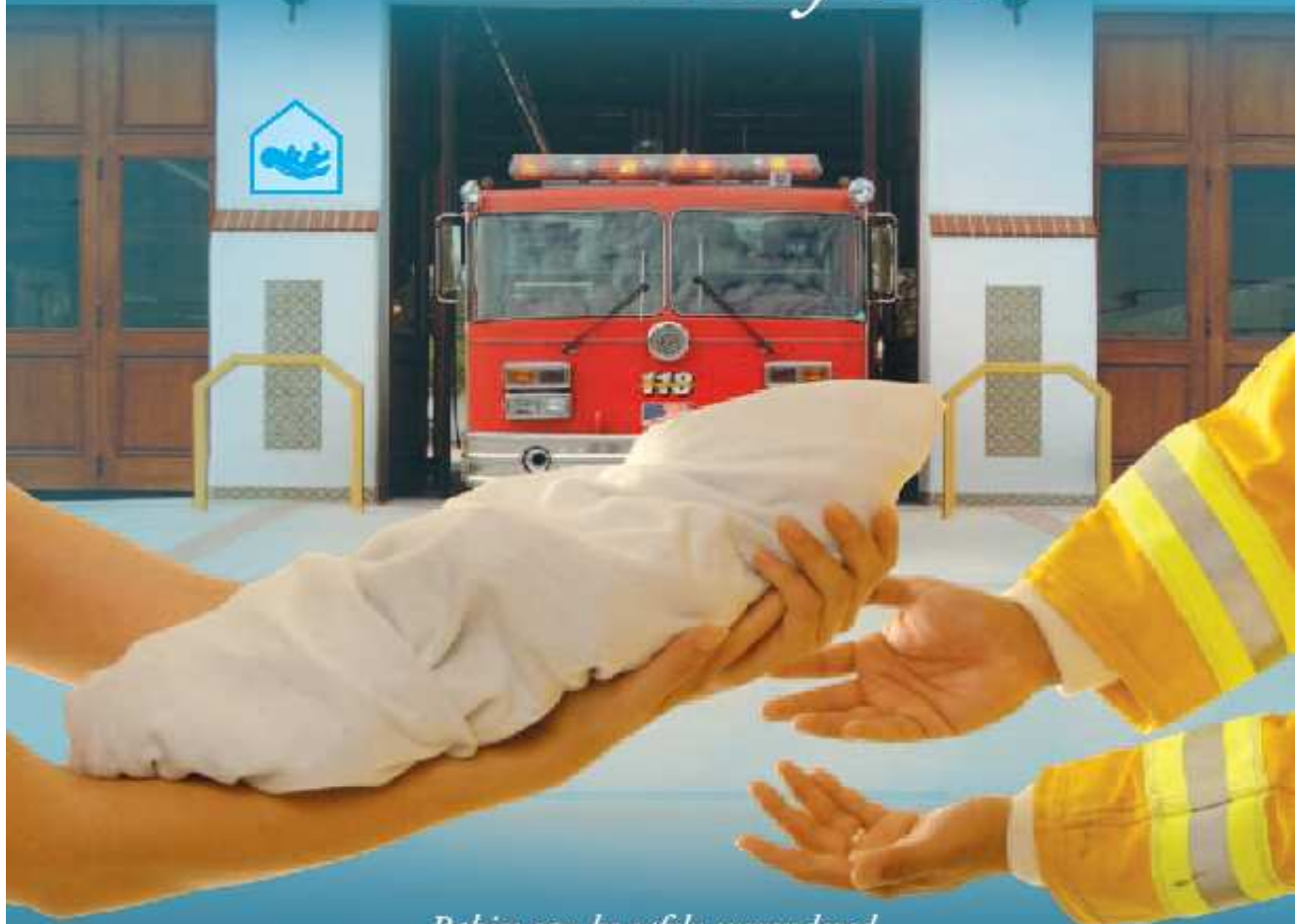
- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Exhibit I – Safely Surrendered Baby Law Program Fact Sheet

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Exhibit I – Safely Surrendered Baby Law Program Fact Sheet

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



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Exhibit I – Safely Surrendered Baby Law Program Fact Sheet

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Exhibit I – Safely Surrendered Baby Law Program Fact Sheet

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723
www.babysafe-la.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.